BILL NO. S-86-01-29

SPECIAL ORDINANCE NO. S- 19-86

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Safety and Gaines Construction Co., Inc., for Res. #6022-85, Hanna-Creighton NSA, Phase IV, Curbs and Walks.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Safety and Gaines Construction Co., Inc., for Res. #6022-85, Hanna-Creighton NSA, Phase IV, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

The Contract for Improvement Resolution for Curb & Sidewalks for Res. #6022-85 is for improving the curbs and sidewalks within the following streets:

GAY STREET from Buchanan Street to Creighton Aven (Base Bid);

BOWSER AVENUE from Green Street to Creighton Avenue (Alternate I);

OLIVER STREET from Green Street to Creighton Avenue (Alternate II);

the Contract price is Fifty-Six Thousand Two Hundred Twenty-Three and 20/100 Dollars ($56,223.20).

SECTION 2. Prior approval was received from Common Council with respect to this Contract on July 16, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S

DATE: 1-28-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Redd, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-11-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-19-86 on the 11th day of February, 19 86.

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of February, 19 86, at the hour of 2:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of February, 19 86, at the hour of 4:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT
(Federally-Assisted Construction)

ISUCCE BID

PROJECT: HANNA-CREIGHTON NSA, PHASE IV RESOLUTION # 6022-85

SUCCESSFUL BID

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
		Improvement Resolution
X		Notice to Bidders
X		

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
		Warranty Bond
		Barricade Information
X		

Discount for Prompt Payment (See General Provisions Clause) 10 Calendar Days ____% 20 Calendar Days ____% 30 Calendar Days ____% 0

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

****

BID SUBMITTED

Contractor Gaines Const

By Henry Gaines Jr.

Its President

Offer Date July 10 1985

Compliance: C. Bailey

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRAC

City of Fort Wayne
Board of Public Works

David J. Kiel

Coseta R. [illegible]

Laurence D. Consalvo

City of Fort Wayne
Mayor

[illegible]

12/84

... will be made on this for

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6022-85 · HANNA-CREIGHTON NSA, PHASE IV

To improve the curbs and sidewalks at: 1) GAY ST. from Buchanan to Creighton (Base Bid) 2) BOWSER AVE. from Green St. to Creighton Ave. (Alt.1) 3) OLIVER ST. from Green St. to Creighton Ave. (Alt.2)

All work will be performed in accordance with: Resolution #6022-85, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of $ ---------. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 10/15/85 ~~days~~ after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 10/15/85 ~~days~~ after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 10/15/85 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

June 21, 19 85

Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 10th day of JULY, 19 85, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6022-85 HANNA-CREIGHTON, NSA, PHASE IV:

To improve the curbs and sidewalks within the following streets:

1) GAY STREET from Buchanan St. to Creighton Ave. (Base Bid)

2) BOWSER AVE. from Green St. to Creighton Ave. (Alternate I)

3) OLIVER ST. from Green Street to Creighton Ave. (Alternate II)

This area known as HANNA-CREIGHTON NSA, PHASE IV

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidder's record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Certification of Non-Segregated Facilities
(b) Non-Collusion Affidavit
☐ (c) Prequalification Statement
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 100 %.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 100 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 100 % (cross out inapplicable provision).

C. The undersigned commits 100 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

Contractor Gaines Const

By President

Its Henry Gaines

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least ___% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor Bains Const Co Inc

By Henry Bains IV

Its president

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

☐ A. Payment Bond.. In the amount of payments to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

[X] A. On an all or none basis.

[ ] B. As follows _____

_____

_____

_____

_____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: July 10 1985, 19__ Daines Const Co
(Name of Bidder)

By Henry Daines

president
Title

Official Address (including ZIP code):

217 W. Wash Ct Rd

It is the policy of Daines Const Co (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Daines Const (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Daines (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Daines Const Co
(Name of Company)

Henry Daines
(Signature of Company Official)

10 July 1985
(Date)

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6022-85

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve the Curbs and Sidewalks within the following streets:

GAY STREET from Buchanan Street to Creighton Avenue (BASE BID)

BOWSER AVENUE from Green Street to Creighton Avenue (ALTERNATE I)

OLIVER STREET from Green Street to Creighton Avenue (ALTERNATE II)

This Area also known as HANNA-CREIGHTON NSA, PHASE IV.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development and Planning.

Adopted, this 19th day of June, 1985.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiel

Laurence D. Carvalho

ATTEST: Helen V. Gochenour
Secretary and Clerk

WSB/KM

ANTHONY WAYNE BANK
FORT WAYNE, INDIANA 46802

671602

REMITTER Gaines Construction Co.

July 10 19 85

71-1232
749

PAY TO THE ORDER OF ********** Board of Public Works ********** $ *1,200.00*

ANTHONY WAYNE One Thousand Two Hundred dollars 00 cents DOLLARS

CASHIER'S CHECK

AUTHORIZED SIGNATURE

Karen Miller

Teller

⑈671602⑈ ⑆074912328⑆ 288⑈002 4⑈

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Gaines Const Co Inc

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry Gaines
president

Subscribed and sworn to before me by Henry Gaines
this 10th day of July, 1985.

My Commission Expires:
April 26, 1986

Carol L. Beutler
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Daims (name), the president (position) of Daims Const Inc (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 10th day of July, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: July 10 1985

Henry Daims (signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 10th day of July, 1985.

Carol I. Bender

My commission expires:

April 26, 1986

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, _____ as principal

and _____

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of _____ DOLLARS ($_____),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at _____, this _____

day of _____, 19____.

The condition of this obligation is such that if the accompanying bid or proposal of _____

_____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at _____

this _____ day of _____, 19____.

_____ _____

_____ *_____

Principal Surety

*If signed by an agent appropriate power of attorney shall be attached

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

O ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

entlemen:

he City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that he third trick Street Department crews are spending approximately 50% of their time e-erecting barricades placed on various projects throughout the City. This responsiility of maintaining construction signs, barricades, etc., belongs entirely with the ontractor.

lease refer to the attached copy of the City of Fort Wayne application for permit to ut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain ll necessary barricades. The City makes reference to The Indiana Manual on Uniform raffic Devices for Highway Construction and Maintenance Operations; Indiana State ighway Commission —— date, 1975.

aintaining these signs shall include necessary stabilizing of the signs whether this be ccomplished by embedding the legs of the sign in the street or using sandbags as balast on the lower crossarms or legs of the signs. Other procedures of installing ballast n signs may be devised by the contractor, however, under no circumstances, shall sandag ballast be placed on the top of barricades. This has been determined as a hazard o the driving public. Should one of the signs be hit by a car, the sandbag could very ell fly through the windshield of the car causing serious injury.

ffective January 1, 1978, a form will be included in bid documents requiring contractor o list name(s) and telephone number (s) of those responsible for maintaining barricades t all hours for each project.

f, after notification by City, contractor's representative does not immediately correct arricade problem and City must perform this work, a charge will be made against conractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester, Director of Public Works

Cocette R. Simon, Director of Administration and Finance

Lawrence D. Consalvos, Director of Public Safety

...LICATION FOR PERMIT TO CUT INTO FORT WAYNE STREET.

5566

...t No. _____

Name of Street _____

Township _____

Addition _____

...e FORT WAYNE BOARD OF PUBLIC WORKS

Fort Wayne, Indiana

_____ 19____

I hereby make application for a PERMIT to cut into the right of way at

...ATION: _____

...E OF SURFACE where the cut is to be made is _____

...URE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in ... surface by _____ feet wide, and _____ feet deep.

...POSE OF OPENING: _____

...RGE: Enclosed please find my certified check for _____ ($_____ Dollars). ...IMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE ...PLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS _____) DOLLARS.

...NTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated ... of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to ...ain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne ...mit Engineer upon notification of completion of said work.

...ree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, ...ting structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic ...trol Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described ...k is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate ... when requested to do so by the Fort Wayne Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work ...templated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to ...ditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is ...uired from Permit Engineer.

SAMPLE

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____ a permit to cut into Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a ...intenance Bond in the amount of _____ ($_____).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The ...plicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date ...imate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED ...ND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a ...mit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a ...sdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars ($300.00) for each offense.

...me of Applicant: _____

...nature of Applicant _____

...dress _____ Zip Code _____

...lephone _____

...TE APPROVED _____

...PROVED:

_____ FORT WAYNE PERMIT ENGINEER

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.

BOARD OF PUBLIC WORKS.

...rm 1011 (rev. 6/76)

G-21 ORDINANCE APPLIES

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Henry Gaines	744-3905

Gaines Const Co
Contractor

Resolution Number _____

version 1: 5/1/85

ITEMIZED PROPOSAL

CONTRACTOR: Haines Const Co

PROJ HANNA-CREIGHTON NSA, PHASE IV
GAY STREET (BASE BID)

RES. NO: 5022-85

7/19 RK

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Concrete Removal	985	sy	2.50	~~2462.50~~ 50
2	Curb Removal	1530	lf	1.50	~~2708.75~~ 2295.00
3	4 Inch Sidewalk	8109	sf	1.60	12974.40
4	2 Ft. Curbface Walk	3060	sf	3.00	9180.00
5	6 Inch Wingwalk with Ramp	135	sf	2.70	~~279.00~~ 364.50
6	6 Inch Drive Approach	111	sy	18.00	1998.00
7	Seed, Mulch & Fert.	680	sy	1.00	680.00
8	Backfill	200	ton	1.00	200.00
9	Top Soil	60	ton	.10	6.00
10	Adjust Casting	2	ea	20.00	40
11	Asphalt Patching	1683	lf	.10	168.30
12	Tree Removal 20 Inch	2	ea	250.00	500.00
13	Tree Removal 40 Inch	1	ea	350.00	350.00

TOTAL: ~~31,270.45~~ 31,218.70

Sheet 1 of 3

Note: Contractor will be paid on measured quantities only at unit price bid bid.

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: Daines Const Co

PROJ HANNA-CREIGHTON NSA, PHASE IV
GAY STREET (BASE BID) RES. NO: 6022-85

7/10 RK

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Concrete Removal	985	sy	2.50	~~2462.50~~ ~~2708.75~~
2	Curb Removal	1530	lf	1.50	2295.00
3	4 Inch Sidewalk	8109	sf	1.60	12,974.40
4	2 Ft. Curbface Walk	3060	sf	3.00	9180.00 ~~9184.50~~
5	6 Inch Wingwalk with Ramp	135	sf	2.70	~~270.00~~
6	6 Inch Drive Approach	111	sy	18.00	1,998.00
7	Seed, Mulch & Fert.	680	sy	1.00	680.00
8	Backfill	200	ton	1.00	200.00
9	Top Soil	60	ton	.10	6.00
10	Adjust Casting	2	ea	20.00	40
11	Asphalt Patching	1683	lf	.10	168.30
12	Tree Removal 20 Inch	2	ea	250.00	500.00
13	Tree Removal 40 Inch	1	ea	350.00	350.00

TOTAL: 31,218.70 ~~31,270.45~~

Sheet 1 of 3

Note: Contractor will be paid on measured quantities only at unit price bid bid.

version 1: 5/1/85

ITEMIZED PROPOSAL

CONTRACTOR: Gaines Const Co

PROJ HANNA-CREIGHTON NSA, PHASE IV
BOWSER AVE. (ALTERNATE I)

RES. NO: 6022-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Concrete Removal	197	sy	7.50	492.50
2	Curb Removal	287	lf	1.50	430.50
3	4 Inch Sidewalk	1525	sf	1.60	2440.00
4	Type III Curb	242	lf	7.50	1815.00
5	6 Inch Wingwalk with ramp	30	sf	2.00	60.00
6	8 Inch Drive/Alley Approach	30	sy	20.00	600.00
7	Seed, Mulch, Fert.	150	sy	1.00	150.00
8	Backfill	30	ton	1.00	30.00
9	Top Soil	10	ton	5.00	50.00
10	Asphalt Patching	285	lf	.10	28.50
					6096.50

TOTAL: 7296.30

RK 7/10/85

Sheet 2 of 3

Note: Contractor will be paid on measured quantities only at unit price bid bid.

A

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR:

PROJ HANNA-CREIGHTON NSA, PHASE IV OLIVER ST. (ALTERNATE II) RES. NO: 6022-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Concrete Removal	564	sy	2.50	1410.00
2	Curb Removal	830	lf	1.50	1245.00
3	4 Inch Sidewalk	4375	sf	1.60	7000.00
4	Type III Curb	830	lf	7.50	6225.00
5	6 Inch Wingwalk With Ramp	60	sf	2.00	120.00
6	8 Inch Drive/Alley Approach	45	sy	20.00	900.00
7	Seed, Mulch & Fert.	375	sy	1.00	375.00
8	Backfill	100	ton	1.00	100.00
9	Top Soil	30	ton	5.00	150.00
10	Asphalt Patching	830	lf	.10	83.00
11	Tree Removal 40 Inch	3	ea	350.00	1050.00
12	Tree Removal 36 Inch	1	ea	250.00	250.00

TOTAL: 18 908.00

~~20186.75~~

Sheet 3 of 3

Note: Contractor will be paid on measured quantities only at unit price bid bid.

Transamerica
Insurance Services

Transamerica Premier Insurance Company
Administrative Office Irvine, California

GPA № 0920
Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint

JUDITH HOPE

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY $500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY $100,000.00
ALL OTHER BONDS - MAXIMUM PENALTY $10,000.00

"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity, consents of surety and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 27th day of September, A.D., 19 84

TRANSAMERICA PREMIER INSURANCE COMPANY
INCORPORATED ★ JULY 1, 1941 ★ CALIFORNIA

TRANSAMERICA PREMIER INSURANCE COMPANY

By Jack M. Trapp

State of California
County of Orange } ss.:

On this 27th day of September, in the year 1984, before me Joan Eaglen, a notary public, personally appeared Jack M. Trapp, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

OFFICIAL SEAL
JOAN EAGLEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires July 15, 1988

Joan Eaglen
Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this 11th day of January, 19 86.

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF

ATTACHED TO BOND NO. TPI 619036

Secretary

TPI 619036
GPA 0920

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Gaines Construction Company Inc
(Name of Contractor)

217 W Washington Center Road Fort Wayne, IN. 46825
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Transamerica Premier Insurance Company
(Name of Surety)

17671 Cowan Avenue Irvine, CA. 92714
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne,Indiana, an Indiana Municipal Corporation in the penal sum of Fifty six thousand,two hundred twenty three and 20/100 dollars ($ 56,223.20) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

Hanna - Creighton NSA, Phase IV Resolution NO. 6022-85

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND Page 3

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 11th day of January, 1986.

ATTEST:

Daniel Gaines
(Principal) Secretary

[SEAL]

(Witness as to Principal)

(Address)

Gaines Construction Company Inc
(Principal)

BY: Henry Gaines [S]

(Address)

Transamerica Premier Insurance
Surety

ATTEST:

Kristy Finney
(Surety) Secretary

[SEAL]

Terry L. Barrett
Witness as to Surety

J.M. Wilson Corporation
(Address)
234 W Cedar Street
Kalamazoo, MI. 49007

By Judith A. Hope
Attorney-in-Fact Judith A.Hop

J.M. Wilson Corporation
(Address)
234 W Cedar Street
Kalamazoo, MI. 49007

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

TPI 619036
GPA 0920

KNOW ALL MEN BY THESE PRESENTS: that

Gaines Construction Company Inc.
(Name of Contractor)

217 W Washington Center Road Fort Wayne, IN. 46825
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Transamerica Premier Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Fifty six thousand,two hundred twenty three and 20/100 (Dollars ($56,223.20) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

Hanna-Creighton NSA,Phase IV

Resolution No. 6022-85

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 (number) counterparts, each one of which shall be deemed an original, this 11th day of January, 19 86 .

ATTEST:

Darryl Davis
(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

Gaines Construction Company Inc
Principal

By Henry Gaines (S)

(Address)

Transamerica Premier Insurance Compan
Surety

By Judith A Hope
Attorney-in-Fact Judith A. Hope

ATTEST:

Kristi Finney
(Surety) Secretary

(SEAL)

Witness as to Surety
234 W Cedar Street

(Address)

Kalamazoo, MI. 49007

J.M. Wilson Corporation
(Address)
234 W Cedar Street
Kalamazoo, MI. 49007

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

1212

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6022-85, Hanna-Creighton NSA, Phase IV, Curbs & Wal

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety D-86-01-29

SYNOPSIS OF ORDINANCE The Contract for Improvement Resolution for Curb & Sidewalk for Res. 6022-85 is for improving the curbs and sidewalks within the following streets:

GAY STREET from Buchanan Street to Creighton Avenue (Base Bid)

BOWSER AVENUE from Green Street to Creighton Avenue (Alternate I)

OLIVER STREET from Green Street to Creighton Avenue (Alternate II)

This area known as Hanna-Creighton NSA, Phase IV. Gaines Construction Co., Inc. is the Contractor. PRIOR APPROVAL WAS OBTAINED ON JULY 16, 1985.

EFFECT OF PASSAGE Improvement of curbs and walks at above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $56,223.20

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-01-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Safety and GAines Construction Co., Inc., for Res. #6022-85, Hanna-Creighton NSA, Phase IV, Curbs and Walks

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	DONALD J. SCHMIDT VICE CHAIRMAN	
	MARK E. GiaQUINTA	
	PAUL M. BURNS	
	CHARLES B. REDD	

CONCURRED IN 2-11-86

SANDRA E. KENNEDY
CITY CLERK